

**EXHIBIT “4”**



**Mercer County  
Document Summary Sheet**

MERCER COUNTY CLERK

MERCER COUNTY COURTHOUSE  
209 SOUTH BROAD STREET  
TRENTON NJ 08630

INSTR # 2022017506  
G BK 62 PG 1729  
RECORDED 04/05/2022 08:58:53 AM  
PAULA SOLLAMI COVELLO, COUNTY CLERK  
MERCER COUNTY, NEW JERSEY

**Official Use Only**

<b>Transaction Identification Number</b>		6009966	7234593
<b>Submission Date (mm/dd/yyyy)</b>	03/31/2022	<b>Return Address (for recorded documents)</b>	
<b>No. of Pages (excluding Summary Sheet)</b>	7	EXPRESS LIEN INC DBA ZLIEN	
<b>Recording Fee (excluding transfer tax)</b>	\$4.50	1121 JOSEPHINE STREET	
<b>Realty Transfer Tax</b>	\$0.00	NEW ORLEANS, LA 70130	
<b>Total Amount</b>	\$4.50		
<b>Document Type</b>	CONSTRUCTION LIEN CLAIM		
<b>Municipal Codes</b>			
PENNINGTON BOROUGH			
<b>Batch Type</b>	L2 - LEVEL 2 (WITH IMAGES)		
389639			

**Additional Information (Official Use Only)**

**\* DO NOT REMOVE THIS PAGE.**  
**COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF MERCER COUNTY FILING RECORD.**  
**RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Mercer County  
Document Summary Sheet**

CONSTRUCTION LIEN CLAIM	Type	CONSTRUCTION LIEN CLAIM				
	Consideration					
	Submitted By	EXPRESS LIEN INC DBA ZLIEN (CSC/INGEO SYSTEMS INC)				
	Document Date	03/22/2022				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	OWNER	Name			Address	
		SCOPE FLP PENNINGTON SM LLC				
	CONTRACTOR	Name			Address	
		MD DOOR HARDWARE				
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
	PE	201	5		PEB	
<p><b>* DO NOT REMOVE THIS PAGE.</b>  <b>COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MERCER COUNTY FILING RECORD.</b>  <b>RETAIN THIS PAGE FOR FUTURE REFERENCE.</b></p>						

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Recording Requested by M&D Door & Hardware  
Please Return To:  
M&D Door & Hardware  
c/o Mail Center  
9450 SW Gemini Dr. #7790  
Beaverton, Oregon 97008-7105  
7045829

Space above for Recorder  
Reference Number: 7045829

### CONSTRUCTION LIEN CLAIM

TO THE CLERK, COUNTY OF Mercer County:  
In accordance with the "Construction Lien Law," P.L.1993, c.318 (C.2A:44A-1 et al.), notice is hereby  
given that I/only complete those sections that apply):

1. On March 21, 2021, I, Joel Deutsch, As an officer / shareholder of a corporation of the claimant  
known as M&D Door & Hardware, located at 63 Flushing Avenue, Brooklyn, New York 11205, claim a  
construction lien against the real property of Scope Flip Pennington SM LLC, in that certain tract or  
parcel of land and premises described as Block 201, Lot 5, on the tax map of the (municipality) of  
Pennington Borough, County of Mercer County, State of New Jersey, (or if no Block and Lot is  
assigned, a metes and bounds or other description of the property), and located at the municipal  
address of 10 Route 31 North, Pennington, New Jersey 08534, otherwise legally described as  
follows:

Please see attached for full legal description

in the amount of \$43,279.95, as calculated below for the value of the work, services, material or  
equipment provided. The lien is claimed against the interest of the property owner in accordance with  
section 3 of P.L.1993, c.318 (C.2A:44A-3).

2. In accordance with a written contract for improvement of the above property, dated June 22, 2021,  
with the General Contractor, named or known as Scungio Borst & Associates, LLC and located at 2  
Riverside Drive, Suite 500, Camden, New Jersey 08103, this claimant performed the following work  
or provided the following services, material or equipment:  
Doors, Frames and Hardware supplied

IMPORTANT INFORMATION ON FOLLOWING PAGE

3. The date of the provision of the last work, services, material or equipment for which payment is claimed is February 02, 2022

4. The amount due for work, services, material or equipment delivery provided by claimant in connection with the improvement of the real property, and upon which this lien claim is based, is calculated as follows:

A. Initial Contract Price: \$93000.

B. Executed Amendments to Contract Price/Change Orders: \$14,665.35

C. Total Contract Price (A + B) = \$96,415.35

D. If Contract Not Completed, Value Determined in Accordance with the Contract of Work Completed or Services, Material, Equipment Provided: \$96,415.35

E. Total from C or D (whichever is applicable): \$96,415.35

F. Agreed upon Credits: \$157.99

G. Amount Paid to Date: \$53,135.00

TOTAL LIEN CLAIM AMOUNT E - (F + G) = \$43,279.95

#### NOTICE OF UNPAID BALANCE AND ARBITRATION AWARD

Does this claim arise from a Residential Construction Contract: No

If it does, complete 5 and 6 below; if not residential, complete 5 below, only if applicable. If not residential and 5 is not applicable, skip to Claimant's Representation and Verification.

5. A Notice of Unpaid Balance and Right to File Lien (if any) was previously filed with the County Clerk of Mercer County on as .

6. An award of the arbitrator (if residential): N/A

IMPORTANT INFORMATION ON FOLLOWING PAGE

**CLAIMANT'S REPRESENTATION AND VERIFICATION**

Claimant represents and verifies under oath that:

1. I have authority to file this claim.
2. The claimant is entitled to the amount claimed at the date of lodging for record of the claim, pursuant to claimant's contract described above.
3. The work, services, material or equipment for which this lien claim is filed was provided exclusively in connection with the improvement of the real property which is the subject of this claim.
4. This claim form has been lodged for record with the County Clerk where the property is located within 90 or, if residential construction, 120 days from the last date upon which the work, services, material or equipment for which payment is claimed was provided.
5. This claim form has been completed in its entirety to the best of my ability and I understand that if I do not complete this form in its entirety, the form may be deemed invalid by a court of law.
6. This claim form will be served as required by statute upon the owner or community association, and upon the contractor or subcontractor against whom this claim has been asserted, if any.
7. The foregoing statements made by me in this claim form are true, to the best of my knowledge. I am aware that if any of the foregoing statements made by me in this claim form are willfully false, this construction lien claim will be void and that I will be liable for damages to the owner or any other person injured as a consequence of the filing of this lien claim.

M&D Door & Hardware  
Signed by: Joel Deutsch  
Signed as As an officer / shareholder of a corporation

SUGGESTED NOTARIAL FOR INDIVIDUAL  
CLAIMANT:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, personally appeared Joel Deutsch who, I am satisfied, is/are the person(s) named in and who executed the within instrument, and thereupon acknowledged that claimant(s) signed, sealed and delivered the same as claimant's (s') act and deed, for the purposes therein expressed.

NOTARY PUBLIC

Ref: 7045829

SUGGESTED NOTARIAL FOR CORPORATE OR  
LIMITED LIABILITY CLAIMANT:

STATE OF NJ  
COUNTY OF Essex ss:

On this 22nd day of March, 2023, before me, the subscriber, personally appeared Joel Deutsch who, I am satisfied is the As an officer / shareholder of a corporation named herein and who by me duly sworn affirmed, asserted authority to act on behalf of the entity and who, by virtue of its Bylaws, or Resolution of its Board of Directors, or partnership or operating agreement, as the case may be, executed the within instrument on its behalf, and thereupon acknowledged that claimant signed, sealed and delivered same as claimant's act and deed, for the purposes herein expressed.

NOTARY PUBLIC



**NOTICE TO OWNER OF REAL PROPERTY  
NOTICE TO CONTRACTOR OR SUBCONTRACTOR, IF APPLICABLE**

The owner's real estate may be subject to sale to satisfy the amount asserted by this claim. However, the owner's real estate cannot be sold until the facts and issues which form the basis of this claim are decided in a legal proceeding before a court of law. The lien claimant is required by law to commence suit to enforce this claim.

The claimant filing this lien claim shall forfeit all rights to enforce the lien claim and shall be required to discharge the lien claim of record. If the claimant fails to bring an action in the Superior Court, in the county in which the real property is situated, to establish the lien claim:

1. Within one year of the date of the last provision of work, services, material or equipment, payment for which the lien claim was filed; or
2. Within 30 days following receipt of written notice, by personal service or certified mail, return receipt requested, from the owner or community association, contractor, or subcontractor against whom a lien claim is filed, as appropriate, requiring the claimant to commence an action to establish the lien claim.

You will be given proper notice of the proceeding and an opportunity to challenge this claim and set forth your position. If, after the owner (and/or contractor or subcontractor) has had the opportunity to challenge this lien claim, the court of law enters a judgment against any of you and in favor of the claimant filing this lien claim, and thereafter judgment is not paid, the owner's real estate may then be sold to satisfy the judgment. A judgment against a community association for a claim of work, services, material or equipment pursuant to a contract with that community association cannot be enforced by a sale of real estate.

The owner may choose to avoid subjecting the real estate to sale by the owner (or contractor) by either:

1. paying the claimant and obtaining a discharge of lien claim from the claimant, by which the owner will lose the right to challenge this lien claim in a legal proceeding before a court of law; or
2. causing the lien claim to be discharged by filing a surety bond or making a deposit of funds as provided for in section 31 of P.L.1993, c.318 (C.2A:44A-31), by which the owner will retain the right to challenge this lien claim in a legal proceeding before a court of law.

EXHIBIT "A"  
LEGAL DESCRIPTION

File No: 85352CD-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Pennington Borough and Hopewell Township, Mercer County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the westerly line of New Jersey State Highway Route 31 (100' R.O.W.) said point being distant 567.01 feet measured on a bearing South 05 degrees 56 minutes 30 seconds West, from the point of intersection of the southerly line of West Franklin Avenue (35' R.O.W.) with the westerly line of the said Highway, said point also being opposite (highway centerline station 108+11.99) and distant 50.00 feet measured northwestwardly from and at right angles to the centerline thereof and running, thence

1) South 05 degrees 56 minutes 30 seconds West, 719.31 feet along the aforesaid westerly line of the said highway to a concrete monument set, thence

2) South 80 degrees 22 minutes 30 seconds West, 302.39 feet along the northerly line of lands of Centennial Savings and Loan Association (Lot 33, 54 Pennington Borough Tax Map) to the Municipal Boundary line dividing Pennington Borough from Hopewell Township and beyond to a concrete monument set in the easterly line of lands of The Hopewell Township Board of Education (Lot 22 Block 63 Hopewell Township Tax Map), thence

3) North 06 degrees 22 minutes 53 seconds East, 380.64 feet along the same to a concrete monument set at an angle point in the same, thence

4) North 05 degrees 56 minutes 30 seconds East, 442.18 feet still along the same to a concrete monument set in the southerly line of lands of James E. Alpaugh, et ux. (Lot 7, Block 63 Hopewell Township Tax Map), thence

5) North 82 degrees 56 minutes 13 seconds East, 296.84 feet along the same and beyond along the southerly line of lands of Edger E. Stryker, et ux. (Lot 1F, 54 Pennington Borough Tax Map) and beyond along the southerly line of lands of John J. Grier, et ux. (Lot 1E, 54 Pennington Borough Tax Map) and beyond along the southerly line of lands of Kenneth Y. Ashley, et ux. (Lot 1D, 54 Pennington Borough Tax Map) to and beyond the Municipal Boundary line dividing Pennington Borough from Hopewell Township passing over concrete monuments from 71.54 feet and 0.30 feet from the terminus of the herein course, to the point and place of beginning.

Being premises No. 10 North Highway 31 (assessed also as Route 31 North)

Being Block: 201, Lot 5 as depicted on the Tax Map of Pennington Borough AND

Being Block: 63.01, Lot 15 as depicted on the Tax Map of Hopewell Township

CFN 2018055737 D DOC\_TYPE DEED BK 6391 PG 1495 PAGE 8 OF 11



• BEGINNING at a point in the southerly R.O.W. line of Pennington-Harbourton Road (66' wide) said point being the northwest corner of Lot 14.01, Block 63.01, N/F Gladys Alpaugh; thence

1) Along the westerly line of Lot 14.01, S 04° 27' 22" E, 212.00' to a point; thence

2) Along same N 82° 31' 00" E, 195.62' to a point in the westerly line of Lot 4 Block 1F, N/F Edger F. Stryker, said westerly line, also being the municipal boundary between Hopewell Township and Pennington Borough; thence

3) Along the westerly line of lot 4, S 07° 29' 00" E, 129.82' to a point being the northeast corner of Lot 12, Block 63.01, N/F Mercer Mutual Insurance Company; thence

4) Along the northerly line of said Lot 15 and Lot 1, Block 63.01, N/F Hopewell Valley Regional School Board of Education, N 88° 31' 00" W, 341.96' to a point being the southeast corner of Lot 13, Block 63.01, N/F Lawrence Borkowski and Karen L. Kilmer; thence

5) Along the easterly line of Lot 13, N 03° 13' 00" W, 490.84' to a point in the southerly R.O.W. line of Pennington-Harbourton Road; thence

Exhibit B

SUBCONTRACTOR APPLICATION FOR PAYMENT SCHEDULE OF VALUES

APPLICATION # 5

APPLICATION DATE 3/1/2022

RETAINAGE 0%

A		B		C		D		E		F		G		H		I		J		K		L			
Line Item Number		Business Unit		Contract Number		Description		SCHEDULED VALUE		TOTAL PREVIOUSLY BILLED		CURRENT BEING BILLED		New Material Materials		TOTAL CURRENT BILLING (\$/K)		TOTAL COMPLETED TO DATE (\$/K)		% COMPLETE		BALANCE TO COMPLETE (\$/K)		RETAINAGE	
1		Deers/Hardware/Hardware - Common Area		00-0100		Deers/Hardware/Hardware - Common Area		22,487.87		22,487.87		22,487.87		22,487.87		22,487.87		22,487.87		100%		0.00		0.00	
						Furnish hardware		1,400.00		1,400.00		1,400.00		1,400.00		1,400.00		1,400.00		100%		0.00		0.00	
						Furnish wood trim/trim		8,400.00		8,400.00		8,400.00		8,400.00		8,400.00		8,400.00		100%		0.00		0.00	
						Furnish hardware		11,300.00		11,300.00		11,300.00		11,300.00		11,300.00		11,300.00		100%		0.00		0.00	
						Sales Tax		1,387.87		1,387.87		1,387.87		1,387.87		1,387.87		1,387.87		100%		0.00		0.00	
2		Deers/Hardware/Hardware - RMJ		280-0100		Deers/Hardware/Hardware - RMJ		22,134.88		22,134.88		22,134.88		22,134.88		22,134.88		22,134.88		100%		0.00		0.00	
						Furnish wood trim/trim		3,000.00		3,000.00		3,000.00		3,000.00		3,000.00		3,000.00		100%		0.00		0.00	
						Furnish wood trim/trim		9,000.00		9,000.00		9,000.00		9,000.00		9,000.00		9,000.00		100%		0.00		0.00	
						Furnish hardware		8,750.00		8,750.00		8,750.00		8,750.00		8,750.00		8,750.00		100%		0.00		0.00	
						Sales Tax		1,374.88		1,374.88		1,374.88		1,374.88		1,374.88		1,374.88		100%		0.00		0.00	
3		Deers/Hardware/Hardware - G M		100-0100		Deers/Hardware/Hardware - G M		32,435.34		32,435.34		32,435.34		32,435.34		32,435.34		32,435.34		100%		0.00		0.00	
						Furnish wood trim/trim		700.00		700.00		700.00		700.00		700.00		700.00		100%		0.00		0.00	
						Furnish wood trim/trim		18,904.31		18,904.31		18,904.31		18,904.31		18,904.31		18,904.31		100%		0.00		0.00	
						Furnish hardware		10,730.00		10,730.00		10,730.00		10,730.00		10,730.00		10,730.00		100%		0.00		0.00	
						Sales Tax		2,111.03		2,111.03		2,111.03		2,111.03		2,111.03		2,111.03		100%		0.00		0.00	
4		Deers/Hardware/Hardware - A21		000-0100		Deers/Hardware/Hardware - A21		15,942.50		15,942.50		15,942.50		15,942.50		15,942.50		15,942.50		100%		0.00		0.00	
						Furnish wood trim/trim		3,950.00		3,950.00		3,950.00		3,950.00		3,950.00		3,950.00		100%		0.00		0.00	
						Furnish wood trim/trim		7,111.56		7,111.56		7,111.56		7,111.56		7,111.56		7,111.56		100%		0.00		0.00	
						Furnish hardware		3,950.00		3,950.00		3,950.00		3,950.00		3,950.00		3,950.00		100%		0.00		0.00	
						Sales Tax		930.94		930.94		930.94		930.94		930.94		930.94		100%		0.00		0.00	
CHANGE ORDERS:						NO CHANGE ORDER TOTAL		15,942.50		15,942.50		15,942.50		15,942.50		15,942.50		15,942.50		100%		0.00		0.00	
SCD 2102001-003								10,902.41		10,902.41		10,902.41		10,902.41		10,902.41		10,902.41		100%		0.00		0.00	
SCD 2102001-004								3,371.84		3,371.84		3,371.84		3,371.84		3,371.84		3,371.84		100%		0.00		0.00	
SCD 2102001-005								1,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00		100%		0.00		0.00	
SCD 2102001-006								14,000.00		14,000.00		14,000.00		14,000.00		14,000.00		14,000.00		100%		0.00		0.00	
SCD 2102001-018								11,220.00		11,220.00		11,220.00		11,220.00		11,220.00		11,220.00		100%		0.00		0.00	
TOTAL CONTRACT								96,415.35		96,415.35		96,415.35		96,415.35		96,415.35		96,415.35		100.00%		0.00		0.00	